

1 KEITH D. KARNES , WSBA #35000  
2 kkarnes@olsendaines.com  
3 Olsen, Olsen & Daines  
4 1599 State St.  
5 Salem, OR 97309-0829  
6 Telephone (503) 362-9393  
7 Facsimile (503) 362-1375

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5 Attorneys for Plaintiff

JUL 21 2008

6 AT SEATTLE  
7 CLERK U.S. DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 DEPUTY  
10 BY

11 IN THE UNITED STATES DISTRICT COURT  
12 FOR THE WESTERN DISTRICT OF WASHINGTON  
13 AT SEATTLE

14 Case No: C 08-1103 RAJ

15 CAROLYN KENNEY,

16 Plaintiff,

17 v.  
18 EXPERIAN INFORMATION  
19 SOLUTIONS, INC., TRANS UNION,  
20 LLC, ASSOCIATED CREDIT  
21 SERVICES, INC, and THE  
22 CORVALLIS CLINIC, P.C.,

23 COMPLAINT FOR VIOLATIONS OF  
24 FAIR CREDIT REPORTING ACT, and  
25 FAIR DEBT COLLECTION  
26 PRACTICES ACT, and CONSUMER  
27 PROTECTION ACT, and  
28 DEFAMATION, and INVASION OF  
29 PRIVACY

30 DEMAND FOR JURY TRIAL

31 Defendants.

32 JURISDICTION

33 1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to 15  
34 U.S.C. §1692k(d), and pursuant to 28 U.S.C. § 1367 for supplemental state law claims.

35 INTRODUCTION

36 2. Plaintiff Carolyn Kenney ("Kenney") has suffered economic harm  
37 and mental anguish resulting from defendants repeated violations of various federal and state  
38 laws.

39 3. Defendants, in an attempt to collect and report a debt Kenney does not owe, have  
40 negligently and maliciously damaged Kenney's reputation and credit, making it difficult to  
41 obtain insurance and impossible to refinance her home, among other injuries.

42 1 COMPLAINT

Olsen, Olsen & Daines, LLC  
PO Box 12829  
Salem, OR 97309-0829  
Telephone (503) 362-9393  
Facsimile (503) 362-1375

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2 PARTIES

3 4. Plaintiff, Carolyn Kenney, is a natural person who resides in the City of  
 4 Lynnwood, State of Washington, and is a "consumer" as that term is defined by 15 U.S.C. §  
 5 1681a(c).

6 5. Defendants Experian Information Solutions Inc. ("Experian") and Trans Union,  
 7 LLC ("Trans Union") are consumer reporting agencies as defined by 15 U.S.C. § 1681a(f).

8 6. Defendant Associated Credit Services, Inc. ("Associated Credit") is a debt  
 9 collector as defined under 15 U.S.C. § 1692a(6) and a furnisher of credit information.

10 7. Defendant The Corvallis Clinic, P.C. ("Corvallis Clinic") is an Oregon  
 11 corporation doing business in the state of Oregon.

12 COMMON FACTUAL ALLEGATIONS

13 8. Plaintiff visited Defendant Corvallis Clinic once and paid for the services that  
 14 she received. Corvallis Clinic then treated another patient, and posted those charges to  
 15 Plaintiff's account. The wrongly posted debt was then sold, assigned, or otherwise transferred  
 16 to Defendant, Associated Credit, who started reporting the account to the national credit bureaus  
 17 without notifying the Plaintiff that the debt was owed. Plaintiff first discovered the collection  
 18 when she attempted to refinance her condominium. Plaintiff was denied credit on several  
 19 occasions because Defendants refusal to correct the information being reported by the  
 20 Defendants. Defendants Experian and Trans Union repeatedly claimed to verified this false  
 21 information from Associated Credit.

22 9. In 2006 and 2007, Experian and Trans Union reported false and derogatory  
 23 information regarding Kenney in her credit reports.

24 10. Kenney repeatedly disputed the accuracy of the false and derogatory information  
 25 in her credit reports.

26 11. Experian and Trans Union continued to report false information regarding  
 27 plaintiff.

28 12. On information and belief, Experian and Trans Union failed to follow reasonable  
 2 COMPLAINT

procedures to assure the maximum possible accuracy of information reported by Experian and Trans Union relating to Kenney, including but not limited to reporting false credit information in Kenney's credit reports.

13. On information and belief, Experian and Trans Union failed to comply with the reinvestigation requirements of the Fair Credit Reporting Act, including but not limited to failing to consider all relevant information Experian and Trans Union received from Kenney, failing to provide all relevant information Experian and Trans Union received from Kenney to Associated Credit, and failing to delete information which was incorrect, incomplete, or which could not be verified.

14. In 2006 and 2007, Associated Credit reported false information regarding Kenney to one or more national credit reporting agencies.

15. Associated Credit reported false information to the national credit reporting agencies, including but not limited to false account balances, false late payments, and/or false status codes.

16. Associated Credit failed to update the information it reported to the national credit reporting agencies to show the account in dispute was not owed by the Kenney.

17. Upon information and belief, Experian and Trans Union communicated plaintiff's disputes to Associated Credit.

18. Associated Credit failed to conduct a reasonable reinvestigation of the disputed account information, resulting in the false and derogatory information continuing to be reported in plaintiff's credit reports.

## TRIAL BY JURY

19. Plaintiff is entitled to and hereby respectfully demands a trial by jury. US Const. amend. 7. Fed. R. Civ. Pro. 38.

## CAUSES OF ACTION

COUNT I.

## **VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**

### 3 COMPLAINT

1 15 U.S.C. § 1681 *et seq.*

2 20. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as  
3 though fully stated herein.

4 21. Experian and Trans Union negligently and willfully failed to comply with the  
5 requirements imposed under the FCRA, including but not limited to failing to follow reasonable  
6 procedures to assure maximum possible accuracy of the information in consumer reports, as  
7 required by 15 U.S.C. § 1681e(b); and, failing to comply with the reinvestigation requirements in  
8 15 U.S.C. § 1681i.

9 22. Associated Credit negligently and willfully failed to comply with the requirements  
10 imposed under the FCRA, including but not limited to reporting information with actual knowledge  
11 of errors, as prohibited by 15 U.S.C. § 1681s-2(a)(1)(A); and, reporting information after notice and  
12 confirmation of errors, as prohibited by 15 U.S.C. § 1681s-2(a)(1)(B).

13 23. As a result of defendants' violations of the FCRA, plaintiff has suffered and  
14 continues to suffer damages, including denials of credit, lost opportunity to receive credit, damage  
15 to reputation, worry, distress, frustration, embarrassment, invasion of privacy, humiliation, and  
16 other damages in an amount to be determined by the jury, pursuant to 15 U.S.C. § 1681o(a)(1).

17 24. Plaintiff is entitled to punitive damages against each and every defendant in an  
18 amount to be determined by the Court, pursuant to 15 U.S.C. § 1681n(a)(2).

19 25. Plaintiff is entitled to the costs of the action and reasonable attorney's fees against  
20 each and every defendant as determined by the court, pursuant to 15 U.S.C. § 1681o(a)(2).

21 COUNT II.

22 VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

23 15 U.S.C. § 1692 *et seq.*

24 (Associated Credit)

25 26. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
26 as though fully stated herein.

27 27. The foregoing acts and omissions of Associated Credit constitute numerous and  
28 multiple violations of the FDCPA including, but not limited to, 15 U.S.C. § 1692d, 1692e,

4 COMPLAINT

1 1692e(2), 1692e(4), 1692e(5), 1692e(10), and 1692f(1).

2 28. As a result of Associated Credit's violations of the FDCPA, plaintiff is entitled to  
3 actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to  
4 \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs  
5 pursuant to 15 U.S.C. § 1692k(a)(3).

6 COUNT III.

7 CONSUMER PROTECTION ACT

8 RCW 19.86 *et seq.*

9 (Associated Credit and the Corvallis Clinic)

10 29. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
11 as though fully stated herein.

12 30. Associated Credit and the Corvallis Clinic engaged in unfair and deceptive  
13 businesses, which constitutes a violation of RCW 19.86.020.

14 31. As a result of Associated Credit and the Corvallis Clinic's unfair and deceptive  
15 business practices, plaintiff is entitled the reasonable attorney's fees and treble damages not to  
16 exceed \$10,000, pursuant to RCW 19.86.090.

17 COUNT IV.

18 DEFAMATION

19 (Corvallis Clinic)

20 32. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
21 as though fully stated herein.

22 33. Corvallis Clinic publically, maliciously, and falsely defamed plaintiff, causing  
23 injury to plaintiff.

24 34. As a result of Corvallis Clinic's defamation, plaintiff has suffered and continues  
25 to suffer damages, including denials of credit, lost opportunity to receive credit, damage to  
26 reputation, worry, distress, frustration, embarrassment, invasion of privacy, humiliation, and  
27 other damages in an amount to be determined by the jury.

1 COUNT V.

2 INVASION OF PRIVACY

3 (Corvallis Clinic)

4 35. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
5 as though fully stated herein.

6 36. Corvallis Clinic placed plaintiff in a false light and intentionally intruded into the  
7 private affairs of plaintiff by publishing false information concerning the plaintiff.

8 37. As a result of Corvallis Clinic's invasion of plaintiff's privacy, plaintiff has  
9 suffered and continues to suffer damages, including denials of credit, lost opportunity to receive  
10 credit, damage to reputation, worry, distress, frustration, embarrassment, invasion of privacy,  
11 humiliation, and other damages in an amount to be determined by the jury.

12 PRAYER FOR RELIEF

13 WHEREFORE, Plaintiff prays that judgment be entered against defendants for:

14 COUNT I.

15 VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

16 15 U.S.C. § 1681 *et seq.*

17 for an award of actual damages to be determined by the jury, pursuant to 15 U.S.C. §  
18 1681o(a)(1), against each and every defendant;

19 for an award of punitive damages in an amount to be determined by the Court, pursuant  
20 to 15 U.S.C. § 1681n(a)(2), against each and every defendant;

21 for an award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. §  
22 1681o(a)(2), against each and every defendant;

23 COUNT II.

24 VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

25 15 U.S.C. § 1692 *et seq.*

26 (Associated Credit)

27 for an award of actual damages to be determined by the jury, pursuant to 15 U.S.C. §

1 1692k(a)(1), against Associated Credit;

2 for an award of statutory damages of up to \$1,000.00 as the Court may allow, pursuant  
3 to 15 U.S.C. §1692k(a)(2)(A), against Associated Credit;

4 for an award of costs of litigation and reasonable attorney's fees as determined by the  
5 Court, pursuant to 15 U.S.C. § 1692k(a)(3), against Associated Credit;

6 COUNT III.

7 CONSUMER PROTECTION ACT

8 RCW 19.86 *et seq.*

9 (Associated Credit and Corvallis Clinic)

10 for an order enjoining Associated Credit and Corvallis Clinic from further violations of  
11 the Consumer Protection Act;

12 for an award of actual damages, pursuant to RCW 19.86.090, against Associated Credit  
13 and Corvallis Clinic;

14 for an award of the costs of the suit including a reasonable attorney's fee, pursuant to  
15 RCW 19.86.090, against Associated Credit and Corvallis Clinic;

16 for an award of treble damages not to exceed \$10,000, pursuant to RCW 19.86.090,  
17 against Associated Credit and Corvallis Clinic, to be determined by the Court;

18 COUNT IV.

19 DEFAMATION

20 (Corvallis Clinic)

21 for an award of actual damages in an amount to be determined by the jury, against  
22 Corvallis Clinic;

23 for an award of costs of litigation and reasonable attorney's fees to be determined by the  
24 Court, against Corvallis Clinic;

25 for an award of punitive damages in an amount to be determined by the jury; against  
26 Corvallis Clinic;

27 COUNT V.

28 7 COMPLAINT

1 INVASION OF PRIVACY

2 (Corvallis Clinic)

3 for an award of actual damages in an amount to be determined by the jury, against  
4 Corvallis Clinic;

5 for an award of costs of litigation and reasonable attorney's fees to be determined by the  
6 Court, against Corvallis Clinic;

7 for an award of punitive damages in an amount to be determined by the jury; against  
8 Corvallis Clinic;

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10 DATED: July 2, 2008

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14 **KEITH D. KARNES**, WSB No.35000  
kkarnes@olsendaines.com  
15 Olsen, Olsen & Daines  
1599 State St.  
16 Salem, OR 97309-0829  
17 Telephone (503) 362-9393  
Facsimile (503) 362-1375

18 Attorneys for Plaintiff

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8 COMPLAINT

Olsen, Olsen & Daines, LLC  
PO Box 12829  
Salem, OR 97309-0829  
Telephone (503) 362-9393  
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